



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Employment Contract Agreement for the Position of City Manager

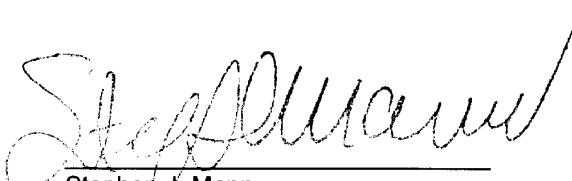
MEETING DATE: August 2, 1995

PREPARED BY: City Clerk

RECOMMENDED ACTION: That Council, by motion action, approve the attached contract agreement for the position of City Manager.

BACKGROUND INFORMATION: Council has appointed H. Dixon Flynn to the position of Acting City Manager for the term of July 22, 1995 through July 31, 1995. On August 1, 1995, pending approval and signature of the attached contract, Mr. Flynn will assume the duties and position of City Manager for the City of Lodi.

FUNDING: None required.



Stephen J. Mann
Mayor

SJM/JLT
Attachment

APPROVED: _____


THOMAS A. PETERSON
City Manager

AGREEMENT

This agreement is made and entered into this first day of August, 1995, by and between the City of Lodi, a municipal corporation, hereinafter called "City" and H. Dixon Flynn, hereinafter called "Employee", both of whom agree as follows:

RECITALS:

Employee shall assume the duties of Acting City Manager on July 22, 1995 and shall continue in said capacity through July 31, 1995. Employee shall assume the duties and position of City Manager under this contract on August 1, 1995.

Employee has the duty to exercise administrative supervision and control over all departments of the City and to act as appointing authority of all department heads as provided in Title 2, Section 2.12.060, subsections B and C of the City of Lodi Municipal Code.

Employee has the duty and herein commits to devote his full time and energies in the best interest of the City, and to act in accordance with the duties and responsibilities of the position of City Manager as set forth in Title 2, Chapter 2.12 of the City of Lodi Municipal Code.

It is the desire of the City to retain the services of Employee and to provide inducement for him to remain in such employment, to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security and to provide a just means for terminating Employee's services at such time as he may be unable to discharge fully his duties due to age, disability, or because City otherwise desires to terminate his employ.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

TERMS AND CONDITIONS:

1. General: City hereby agrees to continue to employ Employee as City Manager of City to perform the functions and duties specified in Article 2 of the City of Lodi Municipal Code, and such other functions and duties as the City Council shall from time to time assign to him.
2. Compensation: City agrees to pay Employee a salary of \$89,700.00 per year [\$3,450.00 per pay period], which sum may be adjusted from time to time by action of the City Council, payable in twenty-six (26) equal installments at the same time as other City employees are generally paid.
3. Automobile: Employee shall not be provided an automobile or automobile allowance. Employee shall be reimbursed for travel expenses as per City's travel policies.
4. Dues, Subscriptions and Memberships: City shall pay such professional dues, subscriptions and memberships in such organizations necessary for Employee to maintain

professional relationships in appropriate national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement and benefit to the City.

5. General Expenses: Employee shall be permitted to attend conferences, seminars and/or other such meetings, the reasonable costs of which shall be paid by City. Employee shall also be reimbursed by City for reasonable out of pocket expenses incurred in the course and scope of his employment.
6. Home Computer: Employee shall be reimbursed for reasonable expenses incurred in the purchase of a personal computer to be used for City business. This computer may be stored and used at Employee's home. City shall pay for an online computer network service which Employee may access and use for City business through this personal computer.
7. Vacation Leave: Employee shall be granted paid vacation leave in the amount of 15 days per year at the same rate of accumulation granted all other City employees. Upon termination or resignation of employment, Employee or those entitled to his estate, shall receive a lump sum payment for unused or accumulated vacation time to his credit at his rate of pay as of his date of termination.
8. Sick Leave: Employee shall be granted 10 days of sick leave per year at the same rate of accumulation granted other City employees. Employee's sick leave shall be convertible as provided in Article XIII of the City of Lodi Management and Mid-Management Statement of Benefits, November 1994.
9. Administrative Leave: Employee shall be granted eighty (80) hours of administrative leave per year.
10. Holidays: Employee shall receive the same number of paid holidays granted all other City employees.
11. Retirement: City is a full member of the Public Employees Retirement System (PERS) to which City agrees to contribute to Employee's retirement account the total amount required by it and Employee's contribution of seven (7) percent to the membership contract with PERS for each pay period.
12. Insurance: Employee shall receive \$235.00 per pay period in lieu of City providing medical, dental, chiropractic, optical, life and long term disability insurance to Employee.
13. Severance Pay: In the event Employee is terminated by the City Council within the first twelve (12) months of his employment under this contract and Employee remains willing and able to perform the functions and duties of City Manager, City agrees to pay to Employee a lump sum cash payment equal to three (3) months salary. In the event Employee is terminated by the City Council after the first twelve (12) months of his employment under this contract and Employee remains willing and able to perform the functions and duties of City Manager, City agrees to pay to Employee a lump sum cash payment equal to six (6) months salary. However, notwithstanding the above, if Employee is terminated due to retirement or his conviction for any illegal act involving personal gain to him City shall have no obligation to pay any severance sum provided in this section.
14. Employment Term:
 - a) Employee shall serve as an "at pleasure" appointee of the City Council;

- b) Nothing in this agreement shall prevent, limit or otherwise interfere with the rights of the City Council to terminate the services of Employee;
 - c) Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position of City Manager, subject only to the provisions set forth in Section 15 of this contract.
15. Resignation: In the event Employee terminates this agreement by voluntary resignation of his position with City, Employee shall not be entitled to severance pay otherwise provided in Section 13 of this contract. In the event Employee voluntarily resigns his position with City, he shall give City at least forty-five (45) days advance written notice and shall be entitled to all earned salary and in-lieu vacation leave.
16. Other Terms and Conditions: All provisions of the City of Lodi Municipal Code, official policies and regulations and rules of City relating to vacation, retirement systems contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other management employees of City in addition to said benefits set out in this contract.
17. Severability: If any provision, or any portion of any provision of this contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion hereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.
18. Execution: IN WITNESS WHEREOF, the City Council of the City of Lodi has caused this agreement to be signed and executed on its behalf by the Mayor, and Employee has signed and executed this agreement as of the day and year first above written.

CITY OF LODI, a municipal corporation:

EMPLOYEE:

by: _____
Stephen J. Mann
Mayor

H. Dixon Flynn
City Manager

Attest:

Approved as to form:

Jennifer Perrin
City Clerk

John W. Stovall
City Attorney

**NEUMILLER & BEARDSLEE**

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TO:

Peggy Niccolini

FAX NUMBER: () 333-6807 OFFICE NUMBER: ()

FROM: Jean Knight

DATE TRANSMITTED: 7/28/95 FILE NUMBER: 53033-22578

DOCUMENT: Letter to Dixon Flynn, City Council
and John Huebner

COMMENTS: ☐ Confidential ☐ Urgent
☐ Please Reply ☐ For your information

Please copy and distribute per our telephone
conversation. Thanks, Jean

We are transmitting 3 pages, including this cover page. Please call us immediately at (209) 948-8200 if any part of this transmission failed or was not clear.

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53033-22748

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July 28, 1995

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Finance Director/Treasurer
City of Lodi
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Lodi, CA 95241-1910

City Council
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

John Luebberke
Deputy City Attorney
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

Re: City of Lodi/City Manager's Contract

Gentlemen:

It has been suggested that Paragraph 16 of the draft contract needs to be amended to read as follows (the changes are all in the last sentence):

16. Severance Pay: In the event Employee is terminated by the City Council within the first twelve (12) months of his employment under this contract and Employee remains willing and able to perform the functions and duties of City Manager, City agrees to pay to Employee a lump sum cash payment equal to three (3) months salary. In the event Employee is terminated by the City Council after the first twelve (12) months of his employment under this contract and Employee remains willing and able to perform the functions and duties of City Manager, City agrees to pay to Employee a lump sum cash payment equal to six (6) months salary. However, notwithstanding the above, if Employee is terminated due to retirement, insubordination, incapacity, dereliction of

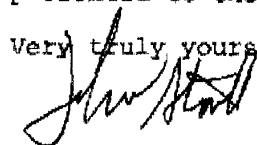
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duty, addiction to a controlled substance or alcohol, conviction of a crime involving moral turpitude or involving personal gain to him, or a breach of this agreement, City shall have no obligation to pay any severance provided in this section.

If this is agreeable to the Council, it should be inserted in lieu of Paragraph 16 in the agreement otherwise presented to the Council.

Very truly yours,



JOHN W. STOVALL
Attorney-at-Law

JWS:jlk

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